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POL | 7537

AGREEMENT

Between

VILLAGE OF CANTON

And

CANTON POLICE ASSOCIATION

FOR

POLICE OFFICERS

JUNE 1, 2004 THROUGH MAY 31, 2008

RECEIVED

AUG 03 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

8

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PREAMBLE

This Agreement is made and entered into this 9th day of May, 2006 by the **VILLAGE OF CANTON** (hereinafter "Village") and the ~~CANTON~~ **POLICE ASSOCIATION** (hereinafter "Association") for Police Officers and Sergeants, and collectively referred to as the "parties".

ARTICLE 1

UNIT

Section 1. This Agreement will apply to all full-time Police Officers and Sergeants of the Canton Police Department (hereinafter referred to as "employees").

ARTICLE 2

RECOGNITION

Section 1. The Association, having heretofore presented appropriate evidence that it represents the majority of the employees represented in Article 1 above, is therefore recognized as the employee organization representing said employees for the purpose of collective negotiations with the Village, in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the Agreement herewith executed. The Village agrees that the Association shall have the right to post meeting notices and other communications concerning the conduct and administration of the local Association business on bulletin boards maintained on the premises and facilities of the Village.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. The Association recognizes that the management of the Village shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the Village and direction of the work force, including but not limited to, the following:

- A. To determine the care, maintenance, and operation of equipment and property used for, and on behalf of, the purposes of the Village.
- B. To establish or continue policies, practices and procedures for the conduct of Village business and from time to time, to change or abolish such policies, practices or procedures.

- C. To discontinue processes or operations or to discontinue their performance.
- D. To select and to determine the number and types of employees required to perform the Village's operations.
- E. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Village, provided such rules and regulations are made known in a reasonable manner to the employees affected by same.
- F. To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees of the Village.

ARTICLE 4

RETIREMENT

Section 1. The Village shall provide the New York State non-contributory 20-year retirement plan, as provided for under Section 384-d of the New York State and Local Police and Fire Retirement System.

ARTICLE 5

HEALTH INSURANCE

Section 1. The current health insurance plan shall remain in full force and effect until such time as the Excellus Blue EPO Balance health insurance plan is effective.

Effective January 1, 2006, the Village shall provide the Excellus Blue EPO Balance health insurance plan for all employees and their dependents. The Village shall pay one hundred percent (100%) of the cost of the premium for all employees and their dependents.

The existing prescription drug (Rx) plan shall remain as currently provided.

Section 2. The Village shall provide coverage for non-participating hospitals or medical facilities in the Blue Cross/Blue Shield Health Insurance Plan. The Village shall pay one hundred percent (100%) of the cost of the premium for all employees and their dependents. Effective January 1, 2006, this section shall be deleted.

Section 3. A retired employee, surviving spouse and/or eligible dependent(s) shall receive, at no cost to the retired employee, surviving spouse and/or eligible dependent(s), health insurance, hospitalization and optical rider at the time of retirement. The retired employee, surviving spouse and/or eligible dependent(s) shall retain those benefits until death.

Section 4. The Village shall provide an optical plan as a rider to the Major Medical coverage.

Section 5. The Village shall provide a Blue Cross/Blue Shield of CNY Dental plan, Opt. 2. The Village shall pay one hundred percent (100%) of the cost of the premium for said coverage for all employees and their dependents.

Section 6. An employee may opt to decline and waive health insurance provided by the Village, only when the employee has other health insurance and in accordance with the terms as set forth in Appendix "A", attached hereto and made a part of this Agreement. An employee who declines and waives health insurance coverage, as provided in Appendix "A", shall receive fifty percent (50%) of the premium cost in effect, payable on a voucher each calendar month.

The affected employee, in the event he/she wishes to resume health insurance coverage by the Village as set forth in Section 1 herein, shall comply with the requirements set forth in Appendix "A".

Section 7. The Village shall not propose any change(s) in health insurance benefits (i.e., basic plan, prescription drug (Rx) or anything relating to health insurance benefits of any kind), until June 1, 2010. Section 7 shall not have any force or effect prior to June 1, 2010, at which time it becomes a part of the Agreement and can be applied and enforced by either party. The Village may, at any time prior to June 1, 2010, propose changes to the Excellus Blue EPO Balance health insurance plan, or a change of plans. However, no change(s) shall be implemented without the written consent of the Association. The Association cannot be compelled to negotiate over any other health insurance change(s) proposed by the Village, or have the issue of prescription drug (Rx) or health insurance coverage submitted to the impasse procedures of the State Civil Service Law until on or after June 1, 2010.

Section 8. The Village may elect to provide the same health insurance benefits as provided in Section 1 with another plan provider. However, in the event the Village elects to change to another health insurance plan, it shall provide the Association President, in writing, a copy of the proposed plan, at least sixty (60) calendar days prior to the change. The plan shall be through an insurance company licensed to do business in New York. In the event the Association determines that the health insurance plan change does not provide the same levels of benefits, the Village shall not be permitted to implement any change until such time that the matter has been resolved through expedited binding arbitration, pursuant to the Rules of the New York State Public Employment Relations Board (PERB).

ARTICLE 6

SICK LEAVE

Section 1. Employees shall earn sick leave credit at the rate of one (1) day per full month of full-time employment or twelve (12) days per full year of full-time employment based upon the work schedule. Earned and unused sick leave may be accumulated to a maximum of two hundred (200) days.

Section 2. Employees shall be granted use of sick leave with pay exclusively for absence from duty due to employees contracting or incurring any non-occupational injury, sickness, illness or exposure to contagious disease to the full extent of each employee's earned and unused accumulated sick leave credit. Sick leave credit shall be used at the rate of one (1) day for each day absent from duty for the above sick leave reasons.

Sick leave may also be utilized for illness or injury involving an employee's immediate family, defined as spouse or child, requiring the immediate attention of the employee to a maximum of five (5) days per Agreement year.

Section 3. A certificate of inability to work by reason of illness from a licensed doctor or such other evidence of illness and inability to work as the Chief of Police may deem necessary, may be required as evidence of the illness. Such certificate will be required only after the third (3rd) day of illness. The Village reserves the right to request an examination by a licensed doctor of its choice at no expense to the employee.

Section 4. An employee not able to report for work because of illness or injury shall report same, or cause it to be reported to the immediate supervisor or other designated person by telephone or other means at least one (1) hour before and not later than thirty (30) minutes after the regular starting time. Failure to abide by the foregoing shall preclude such employee's use of sick leave for that day, except in unusual circumstances and unless approved by the Chief of Police.

Section 5. For absence due to illness in excess of one (1) week, the employee or member of the family, shall report to the immediate supervisor at weekly intervals, giving the employee's condition, progress, and probable date of return, and the name of the attending physician.

Section 6. When an employee becomes ill at work, and does not feel able to complete the work day, same shall be reported to the immediate supervisor. Sick leave used in such instances shall be pro-rated on an hour for hour basis.

Section 7. It shall be the responsibility of the Chief of Police to ensure that the purpose and intent of the sick leave plan is not abused. An employee's eligibility for payment of compensation for sick leave shall be determined by the Chief of Police.

Section 8. The official record of sick leave credit earned, accumulated and used shall be maintained for all employees in the Village Clerk's Office in a uniform procedure.

Section 9. If an employee is on vacation and becomes seriously ill requiring hospitalization or treatment as an outpatient, he/she can elect to be taken off vacation status and be placed on sick leave status.

Section 10. The Village agrees that upon retirement or death, an employee or beneficiary, as the case may be, shall be paid twenty-five percent (25%) of all accumulated sick leave no later than the payroll period following retirement or death. A full sick day shall equal eight (8) hours. The payment shall be at the rate in effect, including longevity, if applicable, at the time of retirement or death.

Section 11. An employee shall be entitled to receive an annual buy-back of unused sick leave accumulated that year, provided the employee has already accumulated thirty (30) or more unused sick leave days and maintains no less than thirty (30) days after conversion, to be paid in the first (1st) payroll period of the new fiscal year. If elected, the Village shall pay the affected employee fifty percent (50%) of the value of each day purchased at the rate of pay in effect at that time.

Example: An employee who does not use his/her accumulated sick leave days during an Agreement year (12 days) and has at least thirty (30) sick leave days already accumulated (without the 12 days), and elects to buy back eight (8) days shall be paid his/her rate of pay in effect at that time, a total of four (4) days pay, in the first (1st) payroll of the new fiscal year, and carry over four (4) sick leave days into his/her total accumulation. An employee who has used four (4) of his/her twelve (12) sick leave days during the year shall only be entitled to buy back a maximum of eight (8) days and be paid for four (4) days.

Section 12. An employee may also elect, at the end of each fiscal year, to be paid in the first (1st) payroll period of the new fiscal year, to buy back up to a maximum of twelve (12) days of accumulated sick leave days, including the carry over of unused sick and personal leave converted to sick leave from the previous year, at the rate of pay in effect at that time. The affected employee's total sick leave accumulation shall be reduced accordingly, day for day, and in no event shall fall below the thirty (30) sick leave days of accumulation required to participate in this buy back.

ARTICLE 7

LONGEVITY

Section 1. All employees shall be paid longevity as follows:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/04</u>	<u>6/1/05</u>	<u>6/1/06</u>	<u>6/1/07</u>
5	Starting 6 - 9	\$ 325.00	\$ 325.00	\$ 325.00	\$ 350.00
6	Starting 10 - 13	\$ 650.00	\$ 650.00	\$ 650.00	\$ 700.00
7	Starting 14 - 17	\$ 975.00	\$ 975.00	\$ 975.00	\$1,050.00
8	Starting 18 and above	\$1,300.00	\$1,300.00	\$1,300.00	\$1,400.00

ARTICLE 8

SENIORITY

Section 1. Seniority is determined first by rank, second by continuous service in rank, third by date of appointment of previous rank or ranks, fourth by date of appointment to department and fifth by highest score on civil service list from which appointments were made.

Section 2. Individuals transferring from other full-time police departments shall be credited with continuous service occurring immediately prior to employment with the Village for the purpose of longevity and increment payments. All transfers shall start their seniority on their respective dates of hire for the purpose of vacations, holidays, shift assignment, etc.

ARTICLE 9

VACATION

Section 1. Vacation time shall be earned according to the following schedule:

<u>Years of Service</u>	<u>Vacation Time Earned per Employment Year</u>
Start employment to completion of 5 years	12 days
Start 6th year and ending 10th year	18 days
Start 11th year and ending 15th year	21 days
Start 16th year and above	25 days

Section 2. The Chief of Police or designee may limit the number of employees on vacation at any one time. In no case shall an employee take any vacation without the approval of the Chief of Police or designee.

Section 3. A vacation preference list will be posted on the bulletin board in the Police Department office. Any substitutions, changes or modifications to an employee's vacation schedule may be effected only upon approval of the Chief of Police. Vacations shall be approved in accordance with the workload of the Department. Seniority shall prevail in determining the choice of vacations; however, if an employee with less seniority has the approval of the Chief of Police for his/her vacation preference, no employee with more seniority shall have the right to "bump" another employee off the list.

Section 4. The maximum vacation time that may be carried over into the following year (employee's anniversary year) is twenty (20) days, and only with permission of the Chief of Police. If an employee intends to carry over vacation time into the following anniversary year, that employee must first obtain the approval of the Chief of Police; otherwise, any remaining vacation shall be forfeited.

Section 5. Vacation time for newly appointed or resigning employees will be computed on a prorated basis to the nearest full month of service during the employee's anniversary year.

Section 6. Vacation days shall be taken in increments of no less than half days (4 hours).

ARTICLE 10

HOLIDAYS

Section 1. All employees shall be paid for the Holidays below, whether worked or not, as set forth herein:

- | | |
|---------------------------------------|----------------------|
| 1. New Year's Day | 7. Independence Day |
| 2. Martin Luther King, Jr.'s Birthday | 8. Labor Day |
| 3. Lincoln's Birthday * | 9. Columbus Day |
| 4. Washington's Birthday * | 10. Veteran's Day |
| 5. Easter Sunday | 11. Thanksgiving Day |
| 6. Memorial Day | 12. Christmas Day |

* To be celebrated on the actual day.

Section 2. Holidays may be used as vacation days only after the Holiday has been earned.

Section 3. Holidays shall be taken in increments of no less than half days (4 hours).

Section 4. Employees who are scheduled and work a tour of duty on a designated Holiday shall receive an extra day's pay.

ARTICLE 11

BASE WAGE SCHEDULE

Section 1. The Base Wage for all employees shall be as follows:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/04</u>	<u>6/1/05</u>	<u>6/1/06</u>	<u>6/1/07</u>
1	Starting	\$30,378*	\$31,441	\$32,856	\$34,252
		\$14.60/hr**	\$15.12/hr	\$15.80/hr	\$16.47/hr
2	After 1 Year	\$34,871	\$36,091	\$37,715	\$39,318
		\$16.77/hr	\$17.35/hr	\$18.13/hr	\$18.90/hr
3	After 2 Years	\$39,618	\$41,005	\$42,850	\$44,671
		\$19.05/hr	\$19.71/hr	\$20.60/hr	\$21.48/hr
4	After 3 Years	\$44,067	\$45,609	\$47,661	\$49,687
		\$21.19/hr	\$21.93/hr	\$22.91/hr	\$23.89/hr
Sergeant		\$49,575***	\$51,310	\$53,619	\$55,898
		\$23.83/hr	\$24.67/hr	\$25.78/hr	\$26.87/hr

* Annual equivalents are for information only.

** The official rate of pay is the hourly rate.

*** The Sergeant(s) shall be paid a 12.5% differential above Step 4.

Section 2. As used in this Agreement, the term "regular hourly rate" for each employee shall mean an amount of pay determined by dividing the sum of that employee's Base Wage listed above with longevity payment, if any, by 2080 hours.

ARTICLE 12

LAYOFFS

Section 1. The Village agrees to a lay off policy, that in the event it becomes necessary to lay off full-time employees, the Village will lay off first that employee in a designated title with the least seniority, as defined under Article 8 of this Agreement.

ARTICLE 13

LABOR/MANAGEMENT COMMITTEE

Section 1. The Village agrees with the Association in forming a labor/management committee comprised of members of the Village Board and the Association to be used as a vehicle for on-going relationships between labor and management. The purpose of this committee shall be to promote a good working relationship between labor and management, to further an understanding of mutual goals and individual problems, and to provide an atmosphere which is conducive to same in dealing with non-contract issues (i.e. that the committee must be

viewed as being "problem solving and productive" rather than as a body where labor and management simply air their grievances with each other).

ARTICLE 14

PROMOTIONS

Section 1. The Village agrees that when a promotion is to be made to the next highest rank, with the exception of Chief of Police that the following minimum criteria will be considered in the appointment process:

- Recommendation of the Chief of Police
- Job performance
- Civil service test score
- Seniority in rank
- Seniority in employment with the Department

Promotions (except Chief) shall first be attempted to come from within the department from those eligible as determined by the county personnel department. There shall be a minimum of two (2) names on the list for selection. In the event there is only one (1) name on an eligible list, the Village is not obligated to take that name to fill the position. In the event there is no passing grade by an employee, the Village may elect to either fill the position(s) provisionally from within or revert to an open competitive list to fill the position(s).

The Village Board shall make an appointment for the vacancy under consideration after having reviewed all criteria and having established a weighted system for evaluation of all candidates.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 1. Terms and Definitions

The terms and definitions as used herein shall have the following meaning:

1. "Village" shall mean the Village of Canton.
2. "Association" shall mean the Canton Police Association.
3. "Employees" shall mean any person or persons covered by the terms of this collective bargaining agreement.

4. "Grievant" shall mean employee, group of employees, or Association acting on behalf of same, alleging to have a grievance.
5. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement, laws, rules, procedure, regulations, administrative orders, work rule or any other term and condition of employment which relate to, but are not limited to, employee health or safety, physical facilities, materials or equipment furnished to employees. However, such term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
6. "Business Day" shall mean Monday through Friday, excluding Holidays.

Section 2. General

1. Each employee shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Association at all stages of the Grievance Procedure.
2. The grievance shall be submitted to the Chief of Police. A written response is required from the Chief of Police and shall be returned to the employee and/or the Association for a response. In the event the Chief of Police's written response is unsatisfactory, the grievance shall be appealed to the Mayor. A written response is required from the Mayor and shall be returned to the employee and/or Association. In the event the Mayor's written response is unsatisfactory, the grievance may be appealed to arbitration.
3. Each grievance shall contain a short plain statement of the alleged violation(s) and the specific reference(s) to the article(s) and section(s) of this Agreement or term and condition which the employee(s) and/or Association claims to have been violated.
4. Settlement of a grievance by mutual agreement, prior to the issuance of an Arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the Village and Association enter into a signed stipulation of settlement setting forth the terms resolving the grievance.
5. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand.
6. The grievance and arbitration procedure provided for herein shall be in addition to any other means of resolving grievances, disputes and complaints provided for by statute or administrative procedures applicable to the parties.
7. Failure by the Village to meet the various time requirements specified herein shall automatically advance the grievance to the next step.

Section 3. Procedure

STEP 1: CHIEF OF POLICE

An employee and/or the Association shall present the grievance in writing to the Chief of Police. The Chief of Police shall, forthwith upon receiving the grievance, make a good faith effort to resolve same, including as appropriate, discussions with the employee(s) and the Association. The Chief of Police shall issue a written decision to the employee(s) and/or the Association by the end of the fifth (5th) business day after receipt of the grievance.

STEP 2: MAYOR

In the event an employee or Association wishes to appeal an unsatisfactory decision of Step 1, the appeal shall be presented to the Mayor no later than the fifth (5th) business day of receipt from the Step 1 decision. The Mayor, with Village Board approval, shall issue a written decision to the employee or Association no later than the tenth (10th) business day after the first Village Board meeting in which the appeal was received.

STEP 3: ARBITRATION

In the event the Association wishes to appeal a decision at Step 2, a demand for arbitration shall be submitted to the Public Employment Relations Board (PERB). An arbitrator shall be selected in accordance with their rules of procedure in effect at that time.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement or any other term and condition of employment in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 16

DUES DEDUCTION

Section 1. The Village agrees to deduct union dues from each employee's payroll check and forward same to the bank depository so designated by the Association. The Village agrees to honor the request for dues deduction from the Association President, provided such request is in writing. The Village further recognizes the Association and the members it represents are so described under Article 17 as an "Agency Shop".

ARTICLE 17

AGENCY SHOP FEE DEDUCTION

Section 1. The Village agrees to deduct from the wages of an employee who does not voluntarily join the Association and authorizes dues to be deducted, but is represented by the Association, an Agency Shop Fee in the amount established by the Association.

ARTICLE 18

PATROL VEHICLES

Section 1. The Village agrees that all patrol vehicles purchased shall be new and not reconditioned or used and the vehicle shall meet minimum manufacturer's specifications for the current year of the New York "State Contract" police vehicles.

ARTICLE 19

OVERTIME PAY

Section 1. The basic workweek shall be forty (40) hours and the daily tour of duty eight (8) hours. There shall be posted a work schedule covering a four (4) week period, for both police officers and Sergeants. Each eight (8) hour day shall include a lunch period.

Section 2. All employees shall be paid overtime at the rate of time and one-half (1.5X), as set forth in Section 4 herein, for all time worked over their eight (8) hour scheduled tour of duty, forty (40) hours in a workweek or when not regularly scheduled for work. This overtime rate does not apply to work on a Holiday, as set forth therein. All overtime shall be paid in minimum increments of one-half (1/2) hour.

Section 3. All paid leave, such as, but not limited to, vacation, sick, personal and bereavement, shall be considered as time worked for the purpose of payment of overtime.

Section 4. All overtime shall be based upon the base hourly rate of pay and longevity, if applicable, of the affected employee and shall be paid at the end of each scheduled pay period.

Section 5. Overtime shall be by authorization of the Chief of Police or designee. If prior overtime authorization by the Chief of Police is impracticable, the Chief shall, after the fact, determine the necessity for the overtime and, if justified, authorize same.

Section 6. Court appearances, legal hearings, or business at which an employee is requested or required to be present in connection with Police Department business shall be counted as overtime when not occurring during a regularly scheduled tour of duty.

Section 7. Overtime may be taken in compensatory time, accrued at the rate of time and one-half (1.5X), at the option of the employee. The employee shall be paid for all compensatory time accrued in the first (1st) payroll period following the end of the fiscal year, not previously taken, or carry over up to a maximum of eighty (80) hours.

ARTICLE 20

CALL BACK PAY

Section 1. An employee called back to work after completion of his/her tour of duty shall receive a minimum of two (2) hours pay at the overtime rate. If more than two (2) hours are worked, he/she shall be paid at the overtime rate for the time actually worked.

Section 2. An employee shall be deemed to be called back to work when he/she is requested to return to work by the Chief of Police or designee thirty (30) minutes or more after the completion of his/her tour of duty.

Section 3. Employees on call back shall be entitled to Section 207-c protection of the General Municipal Law (covering line of duty injury) from the time of call back to the employee's direct return home.

ARTICLE 21

PERSONAL LEAVE

Section 1. All permanent full-time employees following the completion of a six (6) month probationary period shall receive three (3) personal days per year with pay (non-accruable). Twenty-four (24) hours notice shall be given to the Chief of Police or designee, whenever possible. A request for a personal day may be denied if in the supervisor's judgement, the employee's presence at work during that time is essential to the proper completion of the task to be carried out during the time requested for personal leave.

Section 2. Personal days shall be used only for conducting personal business that cannot be conducted during off duty hours. These days shall not be used to conduct other employment, to extend a vacation or for recreation.

Section 3. At the end of each fiscal year, an employee may elect to convert unused personal leave days into their respective sick leave accumulation.

Section 4. The Village may release an employee scheduled for work to take any departmental promotional civil service exam at no charge to any paid leave accruals of the employee. The employee shall be required to return to work after completing the exam. In the event the Village seeks to replace the employee taking the exam, it shall do so with overtime and without altering the work schedule.

ARTICLE 22

BEREAVEMENT LEAVE

Section 1. In the event of a death in the immediate family, an employee shall receive five (5) days off. The immediate family shall be defined as the spouse, child, mother, father, sister or brother.

Section 2. An employee shall receive two (2) days off for the death of the following family members: grandchildren, grandparents, mother-in-law or father-in-law.

Section 3. An employee may request, and at the sole discretion of the Mayor, may be granted additional bereavement leave days if deemed appropriate to the employee.

ARTICLE 23

LEAVE OF ABSENCE

Section 1. Subject to the approval of the Village Board and the Chief of Police, an employee may request and be granted a leave of absence up to a maximum of one (1) year in accordance with New York State Civil Service Law.

ARTICLE 24

ASSOCIATION BUSINESS

Section 1. The Association President, or designee, shall be released from a scheduled tour of duty for a maximum of three (3) days (24 hours) per year to attend to related Association business such as, but not limited to, seminars or conventions. The Association President is required to notify the Chief of Police at least ten (10) calendar days in advance of the time off and such time off shall not be denied.

ARTICLE 25

PAST PRACTICE - SAVINGS CLAUSE

Section 1. Any and all rights, benefits or privileges previously enjoyed by the Association, not covered by this Agreement, which are based primarily on custom or past practice, shall remain in effect unless changed through the collective bargaining process.

ARTICLE 26

PERSONAL PROPERTY

Section 1. An employee that has his/her prescription eye wear, dentures or watch damaged during the performance of his/her duties shall receive just compensation (repair or replacement) from the Village, if not compensated by other means. The limit of compensation for watches shall be fifty dollars (\$50.00). This damage must be reported to a supervisor before the employee leaves his/her tour of duty.

Section 2. This compensation is subject to review by the Village Police Committee before any payment is made to the employee.

ARTICLE 27

STRIKES

Section 1. The Association will not engage in any strike, or cause or instigate, encourage, or condone a strike, as provided in Section 210 of the Public Employees' Fair Labor Employment Act, nor will the Village engage in, cause, instigate, condone or encourage a lockout.

ARTICLE 28

PAYROLL DEDUCTIONS

Section 1. The Village will make deductions for savings accounts from employee payroll checks, after written authorization has been submitted by the employee to the Village Clerk, and at the option of the employee.

ARTICLE 29

VALIDITY

Section 1. If any clause, sentence, paragraph or section of this Agreement be declared invalid by a court of competent jurisdiction, such invalidity shall be expressly limited to such clause, sentence, paragraph or section and shall not affect the remainder of this Agreement.

ARTICLE 30

PAYROLL PERIOD

Section 1. Employees will be paid on a "bi-weekly" basis (every two weeks, to include overtime payments).

ARTICLE 31

TERMINATION OF AGREEMENT

Section 1. The Village agrees that in the event a new Agreement is not agreed to before May 31, 2008, this Agreement shall remain in force until such time as a new Agreement is reached.

ARTICLE 32

ELIGIBILITY FOR BENEFITS

Section 1. For wage purposes only, the Village agrees that an employee whose employment commences on or before December 1st in a fiscal year (June 1st through May 31st) shall be eligible for pay raises effective June 1st following the employee's employment date.

Section 2. All other benefits shall be computed from the employee's employment date. An employee whose anniversary date of employment falls within a posted work schedule period shall be eligible for said benefits at the beginning date of that posted work schedule.

Section 3. Newly hired employees shall serve a six (6) month probationary period before receiving vacation and personal time which will then be credited retroactive to their employment date. Newly hired employees, in the event of separation during the probation period, shall be paid for all Holidays earned and not taken.

Section 4. An employee separating from Village employment who has used vacation or Holiday time not earned shall have this time deducted from any pay due the employee in an amount equal to eight (8) hours pay at his/her regular rate of pay for each such Holiday or vacation day taken over the number earned. An employee who has not taken all Holidays or

vacation earned at the time of separation shall be due an amount from the Village equal to eight (8) hours pay at the regular rate of pay for each day earned but not taken.

ARTICLE 33

DISCIPLINE AND DISMISSAL

Section 1. In the event the Village seeks to bring disciplinary proceedings against an employee, in accordance with provisions of Article 75 of Civil Service Law, the parties shall mutually agree upon the selection of a panel of hearing officers, or upon an individual hearing officer, to conduct the hearing(s). Should the parties be unable to agree upon a panel or hearing officer, a list of individuals shall be sought from the American Arbitration Association for this purpose.

Section 2. In the event termination or demotion is the penalty sought by the Village, the above procedure shall be utilized, provided, however, that the panel or individual selected shall serve as arbitrator(s), and the decision of the panel, or individual arbitrator, shall be binding upon the parties. The affected employee shall retain all Section 75 rights with regard to suspension and payment, in the event termination is being sought. Should the parties fail to mutually agree upon individuals to serve as arbitrator(s), the Village shall then apply to the American Arbitration Association for a list of individuals from which a selection shall be made by the parties.

ARTICLE 34

WORK SCHEDULE

Section 1. The work schedule shall be bid by seniority on an annual basis commencing no earlier than November 1st and completed by November 15th of each year, to be effective January 1st. Thereafter, by seniority, those employees who are scheduled for the "B" and "C" lines shall select two (2) twenty-eight (28) day tours of duty on the "A" Line (or "D" line if staffed) for that calendar year. The employees on the "A" line (or "D" line if staffed) ; that time, may switch with that employee coming to the "A" line (or "D" line if staffed) as s herein. The Department shall make its best effort to ensure that the affected employees(s) sh not be required to work sixteen (16) consecutive hours in making the tour of duty switch. avoid having an employee work sixteen (16) consecutive hours, the Chief of Police may elec waive an eight (8) hour tour, that the employee will make up on a later date at the Chief Police's discretion. The work schedule shall be posted no later than December 21st of each and remain unaltered for the entire calendar year (January through December) except as m set forth below and shall consist of the following tours of duty:

"A" Line - 11:00 p.m. to 7:00 a.m.
"B" Line - 7:00 a.m. to 3:00 p.m.

"C" Line - 3:00 p.m. to 11:00 p.m.

"D" Line - 7:00 p.m. to 3:00 a.m.

The "A", "B" and "C" lines shall be staffed first. The "D" line is an optional tour of duty and shall be staffed and bid, as set forth above, after the "A", "B" and "C" lines have been staffed. The "D" line may be used pursuant to Section 2 herein.

Section 2. All employees shall remain on their bidded annual work schedule and shall not be removed to avoid the payment of overtime, except due to an emergency as defined by statute, time off for vacation, Holiday, patrol coverage or training, with notice being provided to the employee at least twenty-eight (28) calendar days prior to the change by the Chief of Police or designee. There shall not be more than a total of fifty (50) tour of duty changes for the entire unit each calendar year (January through December). All personal leave or sick leave use shall be covered through overtime.

An employee requesting time off who provides twenty-eight (28) calendar days notice or more shall not be unreasonably denied and the Chief of Police or designee shall make their best effort to grant the request. In the event a request is less than twenty-eight (28) calendar days, the Chief of Police or designee may deny such request. In that event, the employee may "switch" or "swap" his/her tour of duty with another employee, as set forth in Section 5 herein.

Section 3. In the event a vacancy in title occurs, the Village shall fill that vacancy within a reasonable time thereafter.

Section 4. Employee schedules can be changed with notice if the purpose is to give another employee time off for vacation, Holiday or optional training time. Requests for time off for personal leave, mandatory training or sick time will be paid through overtime.

Section 5. Each employee retains the right to "switch" or "swap" his/her tour of duty with another employee, without restriction, subject to the approval of the Chief of Police, which shall not be unreasonably denied.

ARTICLE 35

OUT OF TITLE PAY

Section 1. In the event there is no Sergeant working on a tour of duty, the Senior Officer shall be paid the following additional amount in out of title pay for all hours worked as follows:

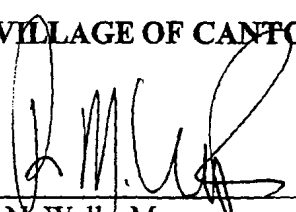
<u>6/1/04</u>	<u>6/1/05</u>	<u>6/1/06</u>	<u>6/1/07</u>
+\$1.75/hr	+\$1.75/hr	+\$1.75/hr	+\$2.00/hr

ARTICLE 36

DURATION

Section 1. This Agreement shall be effective June 1, 2004 through May 31, 2008, except where otherwise noted in this Agreement.

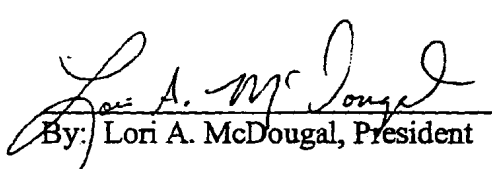
FOR THE VILLAGE OF CANTON


By: Robert N. Wells, Mayor

Date: _____

5/9/06

**FOR THE CANTON POLICE
ASSOCIATION**


By: Lori A. McDougal, President

Date: _____

5-9-06

APPENDIX "A"

The Village shall provide for an optional buy-out of health insurance coverage by an employee. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Village on the "Request to Decline and Waive Health Insurance Coverage" form attached hereto and made a part of Appendix "A", that he/she is selecting to decline and waive the health insurance coverage (for his/her coverage, dependents, or both) provided by the Village, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance coverage as provided above shall be compensated at fifty percent (50%) of the premium rate in effect, payable in the first (1st) payroll of each calendar month, for the period of time the employee declines and waives health insurance coverage provided by the Village.

An employee who elects to receive the buy-out fee shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Village, be required to provide written notice to the Village on the "Request to Resume Health Insurance Coverage" form, attached hereto and made a part of Appendix "A", that he/she is no longer covered and wishes to re-enter the health insurance plan provided by the Village. The effective date of the employee's re-establishment of health insurance coverage by the Village shall be at the earliest possible date as provided by the plan. The Village agrees to notify the plan upon notice by the employee of his/her decision to re-establish health insurance coverage through the Village.

The waiver(s) herein shall be used for the Request to Decline and Waive Health Insurance Coverage or Request to Resume Health Insurance Coverage. The Village shall be responsible for providing the forms to the employee, that are attached hereto and made a part of Appendix "A" and this Agreement, and to be used as set forth herein.

VILLAGE OF CANTON

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, _____, hereby decline and waive health insurance provided by the Village for which I am presently eligible. I understand that I (and/or my dependents) must be covered by another health insurance plan to be eligible for waiver of Village health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: _____

Coverage provided by or through: _____
(Name of organization or employer)

Subscriber Name and I.D.: _____
(Attach a copy of the identification card for the plan)

Coverage to be waived: Individual, ___ Dependents, ___ Both ___

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Village provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form Request to Resume Health Insurance Coverage to re-establish Village provided health insurance coverage and that the effective date for resumption of Village provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Village as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.

3. I understand and agree that I will be compensated by the Village for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement between the Village and the Association.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Village to discontinue the waiver of health insurance coverage.

I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Village the necessary form to re-establish the health insurance coverage provided by the Village in accordance with the requirements of the Village's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Village's health insurance carrier. Upon resumption of my health insurance coverage through the Village, the compensation I have received in connection with waiver of health insurance coverage, shall cease in accordance with the terms of the collective bargaining agreement between the Village and the Association.

Date: _____

Employee Signature: _____

Print Name

Village of Canton Agent: _____

Print Name

cc: President, Canton Police Association

VILLAGE OF CANTON

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, _____, hereby request re-establishment of Village provided health insurance which I had previously received from the Village. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of Village provided health insurance coverage is subject to and conditioned on the requirements of the Village's health insurance carrier.

3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of Village provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement between the Village and the Association.

Date: _____

Employee Signature: _____

Print Name

Village of Canton Agent: _____

Print Name

cc: President, Canton Police Association